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Title: **Dunkirk City School District and Dunkirk Non-Instructional School Unit #6303, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 & Local 807 (1999)**

Employer Name: **Dunkirk City School District**

Union: **Dunkirk Non-Instructional School Unit #6303, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000 & Local 807**

Effective Date: **07/01/99**

Expiration Date: **06/30/02**

Number of Pages: **50**

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Dunkirk City School District And Csea
Local 807 (Non-Instructional Unit)

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AGREEMENT

BY AND BETWEEN THE

SUPERINTENDENT OF SCHOOLS
CITY SCHOOL DISTRICT OF THE CITY OF DUNKIRK

And

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
LOCAL #1000, AFSCME, AFL-CIO
DUNKIRK SCHOOL UNIT #6303 OF LOCAL 807

JULY 1, 1999 - JUNE 30, 2002

RECEIVED

MAY 21 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

98

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
I	Recognition	2
II	Collective Bargaining Unit	2
III	Negotiation Procedures	3
IV	Rights of Employees and Employee Organization	4
V	Rights of the Employer	6
VI	Conditions of Employment	6
VII	Separation from Employment	9
VIII	Equipment	10
IX	Payment of Wages	10
X	Vacation	10
XI	Holidays	12
XII	Insurance	14
XIII	Salary Provisions	17
XIV	Work Schedule	18
XV	Grievance Procedure	20

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XVI	Sick Leave and Leaves of Absence	24
	Sick Leave	24
	Bereavement Leave	25
	Child-Bearing/Child-Rearing Leave	25
	Court Duty Leave	27
	School Closing Days	28
	Personal Business Days	28
	Workers' Compensation	28
	Military Leave	29
	Sick Leave Report	29
	Sick Leave Bank	29
	Sick Leave Accumulation Upon Retirement	30
	Personal Leave/Leaves of Absence	31
	Sick Leave/Leaves of Absence	31
XVII	Overtime	32
XVIII	Permanent Status	32
XIX	Personnel Files	33
XX	General Provisions	34
XXI	Labor-Management Committee	34
	Appendix A	35
	Attachment No. 1	36
	Witnesseth	37

PREAMBLE

This Agreement is entered into by and between the City School District of Dunkirk, New York, hereinafter called the "Board" or "Employer" and Dunkirk School Unit #6303 of Local 807 of the Civil Service Employees' Association, Inc., Local #1000, AFSCME, AFL-CIO, Hereinafter called the "Employee Organization" or "CSEA". The Agreement shall commence on July 1, 1999 through June 30, 2002.

ARTICLE I: RECOGNITION

Section 1: The Employer agrees that the Civil Service Employees' Association, Inc Local #1000, AFSCME, AFL-CIO, herein referred to as the CSEA, is the certified union for the Dunkirk City School District's non-teaching employees' Unit #6303 of Local #807 and shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances. Such recognition shall extend in accordance with the provisions of Section 208 of the Public Employees Fair Employment Act.

Section 2: The CSEA and the employees it represents affirm that they do not assert the right to strike against the employer and shall not cause, instigate, encourage, participate in nor condone a strike.

ARTICLE II: COLLECTIVE BARGAINING UNIT

The collective bargaining unit represented by the CSEA shall include all regularly employed laborers, custodians, maintenance mechanics, cleaners, office workers (except as noted below), library aides, groundsman, head custodians, teacher aides, elementary typist, in-school suspension monitors, community school assistants and Adult Learning Center coordinator. Regularly employed shall mean those employees appointed by action of the Board of Education in anticipation of continuous employment for a period of at least six (6) months and who work at least twenty (20) hours per week. Notwithstanding, excluded from the bargaining unit shall be the secretary to the Superintendent.

ARTICLE III: NEGOTIATION PROCEDURES

Section 1: It is agreed that terms and conditions of employment provided in this Agreement shall remain in effect for the duration of this written contract. The parties, accordingly, agree to cooperate in arranging future meetings, selecting topics for discussion, furnishing necessary information and otherwise considering and resolving any matters pertaining to the contract.

Section 2: No later than February 1, preceding the expiration of this Agreement the parties will enter into good-faith negotiations over a successor agreement.

Section 3: While no final agreement shall be executed without ratification by the Employees' Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

Section 4: Neither party in the negotiations will release to the public any information concerning negotiations except by mutual consent until such time as a full agreement is reached or, in the case of an impasse, declared by either party until after mediation has been completed.

Section 5: Ground Rules

- a. Each party shall have the right to choose the members of its negotiating team independent of criticism from the other party.
- b. Each negotiating team shall have the right to invite to the negotiation sessions persons other than employees or officers of the Dunkirk Public Schools only for the purpose of presenting information pertinent to the agenda.
- c. At the close of each negotiation session, the parties shall mutually agree upon a date, time, place, and agenda for the next negotiation session. After all items in the agenda have been discussed, other items acceptable to both parties may be added to the agenda for discussion.

- d. All formal proposals by either party shall be in writing and reproduced in sufficient quantity to distribute to members of both teams.
- e. Either negotiating team shall have the right to caucus at any time.
- f. The tentative agreements shall be reduced to writing in their final contract language and initialed by representatives of each party. These tentative agreements are subject to agreement on the entire contract.
- g. There shall be one cleaner representative on the Negotiation Committee and if negotiations fall during his/her working hours, the cleaner would be permitted to attend negotiations with no loss of salary or charge against the accumulated leave credits of the employee.

ARTICLE IV: RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1: Payroll Deductions

- a. The Civil Service Employees' Association, Inc. shall have exclusive rights to payroll deduction of dues and four other deductions for union-sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll-period basis. No other employee organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees' Association, Inc.
- b. The Employer shall deduct from wages of the employees amounts authorized by employees to be remitted to the Dunkirk School Employees' Federal Credit Union. The employer's total responsibility, liability and participation shall be limited to payroll deduction and remittance.

c. The Civil Service Employees' Association, Inc., having been recognized as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage/salary of employees of said bargaining unit who are not members of the Civil Service Employees' Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees' Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, NY 12210.

The CSEA shall hold Dunkirk Schools harmless from any action resulting from agency fee deductions.

Section 2: Upon written request of the President of the CSEA, the Employer shall provide the Dunkirk unit of CSEA a list of employees in the bargaining unit showing the employee's full name, payroll address, social security number, Civil Service title, step and grade, membership status, insurance deductions and hire date. The Employer shall provide changes of the information on a monthly basis.

Section 3: An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules and in accordance with the grievance procedures of this document and may appear alone in any grievance or appeal proceedings provided, however, that a representative of the Union shall be allowed to participate in such proceedings and shall be provided with any written decisions, statements and/or other documents which result from such proceedings.

Section 4: Upon request of the president of the local CSEA unit, twelve (12) days per year release time will be granted to the Unit president and others in the bargaining unit with the approval of the president to attend meetings or to otherwise conduct official CSEA business with no loss of pay. It is understood that a day shall be the member's work shift.

Section 5: In the event that management shall contract for services presently rendered by members of the bargaining unit, such action shall not take place without providing CSEA full information, a sixty (60) day notice and an opportunity to present its position.

ARTICLE V: RIGHTS OF THE EMPLOYER

Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to hire, promote, suspend, lay off and transfer employees, to assign tasks and work locations, to establish the time and hours of work, to take disciplinary actions and to otherwise take whatever actions may be necessary to carry out the missions of the Employer.

ARTICLE VI: CONDITIONS OF EMPLOYMENT

Section 1: Seniority

Seniority means the length of an employee's continuous service as an employee of the Employer. Continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is on sick leave, leave of absence, on layoff or other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service. An employee loses his/her seniority when he/she resigns, is discharged, retires, or refuses a recall.

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring official.

Seniority shall be established within the work classification: cleaners, teacher aides, library aides, twelve (12) month office personnel, ten (10) month office personnel, laborers, custodians, maintenance mechanics. For the purposes of seniority only, mechanics shall be classified as carpenters, electricians, and general mechanics.

Section 2: Layoff and Recall

a. Non-competitive and Labor Class Employees. If there is to be a reduction in the number of employees, the employee with the least seniority within the classification shall be the first to be laid off until

the number of employees required to decrease the work force shall be established. Having exhausted his/her seniority on his/her current title, the laid-off employee shall exercise his/her seniority to displace an employee with lesser seniority on other job titles previously held provided, however, he/she meets all qualifications including the necessary fitness and ability to perform the required services. Recall shall be in the inverse order of layoff.

An employee shall be notified of recall by registered mail and he/she must report to work within a three (3) day period after he/she receives such notification or he/she will be considered to have refused such recall. Subject to applicable provisions of the Civil Service Law, a layoff beyond one (1) year shall constitute a permanent separation from employment.

All temporary and then part-time employees in each title shall be laid off prior to the layoff of ten (10) month and finally twelve (12) month employees.

b. All employees in the competitive class shall be laid off, exercise their bumping rights and shall be recalled in accordance with the applicable provisions of the Civil Service Law.

Section 3: Promotion, Demotion and Transfer

A transfer shall be an intended permanent reassignment of an employee to some other position within the District. Non-instructional employees shall be allowed to apply for transfers to other positions for which they are qualified. Non-instructional employees are subject to transfer to other positions for which they are qualified when the best interest of the School District will be served by such transfer. Any employee who is transferred to a position in a lower salary classification shall be transferred at no reduction in his/her hourly rate of pay. An employee transferred to a position in a higher salary classification shall be paid the hourly rate assigned to the higher position. Any employee so transferred shall have the right to appeal the transfer to the Chief School Officer or his/her designee if said employee feels that such transfer would create unreasonable hardship.

For the purpose of this Section 3, a transfer shall be defined as the lateral movement of an employee from one (1) position within a title to another position within the title while a promotion shall be considered the movement of an employee from a title he/she encumbers to a title in a higher grade.

A demotion shall be defined as the movement of an employee to a position within a title that is in a lower salary or hourly rate grade. Demotion of an employee may only be accomplished because of disciplinary action, layoff, or the voluntary retrenchment of an employee to a lower paying title.

Employees who are transferred to other positions within the title they encumber shall continue to be paid the salary or hourly rate they received prior to the transfer. Any employee who is moved to a title which is in a lower pay grade shall not receive a reduction in his/her salary or hourly rate because of such movement. Any employee who is promoted shall be placed on a step in the new grade that is equal to the step the employee had achieved in the grade assigned to the title which the employee encumbered prior to the promotion.

Section 4: When new positions are created or existing positions become vacant, the District shall transmit a copy of the posting notice to the Unit president and shall furthermore send a copy of such notice to a Unit representative designated by the Dunkirk School Unit, Local #807, CSEA, in each building of the District. The Unit representative in each building of the District shall be allowed to post the notice of vacancy on all bulletin boards of his/her building where employees covered under the bargaining unit congregate or assemble. The Employer shall extend preferential consideration to present employees in filling the aforementioned vacancies in full consideration of their individual fitness, ability and seniority.

Section 5: If any jobs are reclassified by the Chautauqua County Civil Service Commission or other legally empowered regulatory agency, such reclassification shall result in no reduction in the employee's rate of pay during the period of this Agreement. If any position is reclassified, written notice shall be given the employee and the CSEA.

Section 6: Any employee who does not have prior experience relevant to the job classification for which he/she is hired shall be placed on the first step of the appropriate salary schedule and at the entrance level for the classification. The Employer shall be the sole determiner of relevant prior experience.

Section 7: All employees covered by the Bargaining Agreement shall receive a written annual evaluation by their supervisor. Said evaluation shall be entered on a form developed jointly between the Employer and the Union. Said evaluation, upon completion, shall become a part of each individual's permanent personnel file.

ARTICLE VII: SEPARATION FROM EMPLOYMENT

Section 1: General

Upon separation from employment, the employee shall return to his/her immediate supervisor all school property, which is a matter of record to be in his/her possession or assigned to him/her. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due the employee on the next pay period following such quitting.

Section 2: When an employee is separated from employment due to the abolishment of a position, the employee shall be paid accrued leave up to a maximum of ten (10) days in addition to all unused vacation which the employer has credited to him/her.

Section 3: Retirement

a. Non-instructional employees may accumulate up to one hundred sixty-five (165) days of sick leave which shall not be used for terminal leave credit.

b. The Board of Education will provide, under the New York State Employees' Retirement System, benefits of Section 75-g, the 25-year Career Plan at age 55.

c. The Board of Education will provide Section 41-j benefits (Unused Sick Leave Option) under the New York State Employees' Retirement System to all eligible employees.

ARTICLE VIII: EQUIPMENT

Section 1: The Employer shall not require any employee to, nor shall any employee, operate any equipment that is not in safe operating condition or equipped with a safety appliance as prescribed by law.

Section 2: Faulty equipment shall be reported immediately in writing to the proper administrative authority with a copy to the CSEA President.

ARTICLE IX: PAYMENT OF WAGES

Section 1: Non-instructional employees normally shall be paid their regular wages on every other Thursday. Payment of overtime and other additional wages shall be paid at least once a month.

Section 2: Holidays, personal business days, sick days and bereavement leave for hourly employees shall be paid on the basis of the normal daily hours worked by the employee during his/her employment year.

ARTICLE X: VACATION

Section 1: Vacations for all full-time instructional employees covered under weeks after one (1) year of service; three (3) years of service; four (4) weeks after fifteen years of service; and five (5) weeks after twenty-five (25) years of service. One (1) week shall equal five (5) work days.

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new
schedule
attached.*

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Section 2: Effective July 1, 1987, each employee covered under this contract shall receive his/her vacation accruals each year on his/her anniversary date of hire. Vacations are not cumulative and must be taken within the year following the year in which vacation is earned.

Requests for vacation shall be submitted by the employee to his/her immediate administrator or supervisor thirty (30) days prior to the requested period if during the school year and earlier if requested for vacation periods during the school summer recess.

The appropriate administrator shall schedule the vacation in a manner which gives first consideration to the requirements of the District. Approval of the immediate supervisor must be secured. When there are conflicts in requests for vacation periods between or among employees, preference shall be given the senior employee.

Section 3: New or returning employees shall hereafter receive vacation credits each year on their anniversary date of hire.

Section 4: When an employee resigns without two (2) weeks written notice to the Employer or is dismissed, he/she shall surrender any claim to vacation credit.

Section 5: At the request of an employee who has been granted a leave of absence, the effective date of such leave of absence shall be advanced by the number of days equal to vacation credit earned pro-rata from his/her anniversary date of hire through the day of his/her last day of service. The additional days so computed shall be granted as vacation. In such case, upon return to work, the employee's subsequent vacation will be earned in accordance with Section 3 above.

However, the employee who has been granted a leave of absence may elect, in lieu of the preceding provision, to hold vacation credit earned pro-rata until his/her return to work and to take such vacation in the normal manner during the following year.

Section 6: When an employee retires, the effective date of his/her retirement shall be advanced by the number of days equal to vacation credit earned pro-rata from his/her anniversary date of hire through the date of his/her last day of service. The additional days so computed will be granted as vacation.

Section 7: In pro-rating vacation credit, fractions will be converted to the nearest whole number; one-half or more to the next higher number; less than one-half will be dropped.

Section 8: If a holiday (s) falls within the vacation period of an employee, the vacation period of the employee shall be extended by the holiday(s) falling within such period.

Section 9: When an employee who has not been eligible for vacation becomes eligible, said employee shall be placed on the vacation schedule by converting previous part-time or less than twelve-month experience to the full-time, twelve-month equivalent as of his/her anniversary date of hire, preceding the change in status. The years of service so calculated will determine the vacation credit earned. (See examples in Appendix).

ARTICLE XI: HOLIDAYS

Section 1: All twelve (12) month (approximately 260 days) employees covered by this Agreement shall be granted fifteen (15) paid holidays during the year; all ten (10) month (approximately 215 days) employees shall be granted fourteen (14) paid holidays during the ten (10) months; all library aides and teacher aides (approximately 185 days) shall be granted fourteen (14) paid holidays during the school year.

Section 2: The holidays for twelve (12) month, ten (10) month, and library aides and teacher aides shall be as follows:

	<u>12 Mo.</u>	<u>10 Mo.</u>	<u>Library Aides</u> <u>Teacher Aides</u>
Independence Day.	X		
Labor Day.	X	X	X
Columbus Day	X	X	X
Veterans' Day.	X	X	X
Thanksgiving Day	X	X	X
Friday after Thanksgiving	X	X	X
Christmas Day	X	X	X
*Day after or before Christmas	X	X	X
New Year's Day.	X	X	X
*Day after or before New Year's	X	X	X
**Martin Luther King, Jr. B'Day.	X	X	X
***Washington's or Lincoln's B'Day.	X	X	X
Holy Thursday.	X	X	X
Good Friday.	X	X	X
Memorial Day	X	X	X

*As determined by the Employer after receiving a recommendation from the CSEA Unit President.

**Only when mandated by the State Education Department that schools be closed.

***Beginning with the 1985-86 school year, to be scheduled on any Monday or Friday between February 1 and March 15, excluding spring recess.

Section 3: When a holiday falls on a Saturday, the preceding Friday shall be taken off by the employees as a paid holiday and when a holiday falls on a Sunday, the following Monday shall be taken off by the employees as the paid holiday.

Section 4: Notwithstanding the above list of holidays, no holiday shall be effective for any day on which school may for any reason be in session. In any case, an alternate day for the paid holiday will be mutually agreed upon.

Section 5: In the event the State of New York amends its list of legal holidays; for example, calling certain holidays to fall on Monday, the above will follow the designation established by the State.

ARTICLE XII: INSURANCE

Section 1: The Employer shall offer health insurance coverage to the employees from three health insurance plans listed below. One of the below-listed health insurance plans shall be chosen annually by each employee for his/her health insurance coverage. Once chosen, the employee must continue with a plan for the balance of the District's plan year. The health care plans offered are as follows:

a. Blue Cross of Western New York and Phoenix Mutual Insurance Company. The District shall pay one hundred percent (100%) of the employee coverage and one hundred percent (100%) of the additional cost for dependent coverage for all employees covered under this contract. This section shall also apply to employees who retired after October 1, 1969, but before October 15, 1976.

For those employees commencing work on January 1, 1991 or later, the District's contribution to the health insurance coverage through Blue Cross of Western New York and Phoenix Mutual Insurance Company and/or any replacement carriers, shall be capped at the level in effect on June 30, 1990, for family or individual coverage, as appropriate.

Any employee hired after January 1, 1997, who works less than twenty (20) hours per week will NOT be eligible for any health benefits. For employees who work twenty (20) to twenty-nine (29) hours per week, the District shall pay fifty percent (50%) of the premium rate.

Employees having ten (10) years of service in the District and who retire on or after October 15, 1976, shall pay fifty percent (50%) of the cost of health insurance if they elect coverage. Employees having less than ten (10) years of service in the District and who retire on or after October 15, 1976, shall pay one hundred percent (100%) of the cost of health insurance if they elect coverage. Employees hired on or after July 1, 1976, upon retirement shall pay one hundred percent (100%) of the cost of health insurance if they elect coverage.

The Board of Education shall provide Western New York Blue Cross Select Care 90-91 Plan including Blue Cross Hospital Service Riders 8 and 9, Medical Service Riders 4, 8, 21 and 22 with major medical provided by Phoenix Mutual Insurance Company.

b. Community Blue, the HMO of Blue Cross and Blue Shield of Western New York, Inc., Community Blue II Plan with \$5.00 drug co-pay. The District shall pay one hundred percent (100%) of the employee coverage and one hundred percent (100%) of dependent coverage for all employees covered under this contract who opt for this plan, provided the employee was employed by the District prior to June 30, 1999. For those employed on or after July 1, 1999 the District shall contribute ninety percent (90%) toward the premium cost of this plan and the employee must contribute the remaining ten (10%) through a payroll deduction:

c. Independent Health, HMO, Encompass B1 Plan, with \$7.00 Prescription Drug Rider. The District shall pay one hundred percent (100%) of the employee coverage and one hundred percent (100%) of dependent coverage for all employees covered under this contract who opt for this plan, provided the employee was employed by the District prior to June 30, 1999. For those employed on or after July 1, 1999, the District shall contribute ninety percent (90%) toward the premium cost of this plan and the employee must contribute the remaining ten percent (10%) through a payroll deduction.

Section 2: Limit on Duplicate Employee Coverage

If two (2) employees are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one (1) of them (i.e., the one (1) designated in a statement signed by both of them). However, if two (2) employees are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.

Section 3: For employees 65 or over, participation is assumed in Part B of Medicare. This Section also shall apply to employees who retired after October 1, 1969.

Section 4: The Employer shall pay for \$25,000 group life insurance plan for all eligible employees covered by this contract.

Section 5: Effective July 1, 1976 all employees active or retired who shall be eligible for Medicare as of October 15, 1976, shall be reimbursed for such expenses at the established rate. All employees, active and retired, who will become or became eligible for Medicare after October 15, 1976, shall not be reimbursed for Medicare costs.

Section 6: Library aides/teacher aides are eligible for benefits provided in Article XII only under the conditions herein:

Health insurance for library aides/teacher aides will be provided only if the library aide/teacher aide is not covered by a spouse's insurance coverage. To be eligible, the library aide/teacher aide must provide a signed affidavit by the spouse's employer that the aide is not covered by the spouse's health insurance coverage.

The spouse's health insurance coverage need not be equivalent to the District plan to deny library aide/teacher aide coverage. Such coverage will be effective no later than the reopening date of the group plan, if possible.

For library aides/teacher aides to become eligible for coverage during the life of the Agreement, they must provide proof that loss by a spouse's plan was unavoidable.

The District will not be liable for any coverage denials made by the insurance carrier.

Section 7: Personal Effects

To an extent not covered by personal insurance, the Board shall provide reimbursement, directly or through an insurance carrier, for the repair or depreciated value of clothing and personal effects, including automobiles, damaged or destroyed on school premises or during the course of an incident to employment provided such is not caused by negligence of, or provoked by, the claimant; an example of which would be failure to lock a door, drawer or file cabinet. In all incidents, the member's private insurance company is primary and coverage provided under this clause is deemed secondary.

The Board shall be responsible in such cases only for the cost in excess of \$25 and less than \$200. Each such claim shall be supported by a sworn affidavit from the member attesting to the facts and to the insurance coverage in force.

A Review Committee consisting of the Superintendent of Schools, one (1) Board of Education member and two (2) member representatives (other than the claimant) shall review all statements and other evidence relevant to each claim and shall make a final determination of the amount to be paid on each claim based on the merit of such claim.

Personal property covered by this provision other than clothing, eyeglasses and purses must have the express written permission of the school principal to be brought into or onto school premises.

Claim forms to be used shall be those developed by the School System.

ARTICLE XIII: SALARY PROVISIONS

Section 1: Employees are to be paid for all hours worked.

Section 2: Employees are to work for all hours paid.

Section 3: Salaries and wages herein stipulated are independent of other employment benefits such as insurance, retirement payments, holidays, vacations and the like. Benefits other than direct salaries and wages are covered elsewhere in this document.

Section 4: Employees whose regular duties require that a majority of working hours fall between 6:00 p.m. and 7:00 a.m. will require a pay differential of \$.20 per hour in addition to their normal salary.

Section 5: Employees performing out-of-title work will be paid at the grade of the duties assigned at the step level lateral to their own. This out-of-title pay shall begin on the second consecutive day of the assignment. Duties performed at a lower paid title shall be paid at the employee's regular rate.

*Out of
title
performance*

Section 6: Wages paid shall be as stipulated in the salary and hourly rate schedules set forth in Appendix B which are made a part of and included in this Agreement.

In each year of this Agreement, the salary schedules shall contain an increase in the amount of \$0.35 per hour.

All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

ARTICLE XIV: WORK SCHEDULE

Section 1: Cleaners

When school is in session, cleaners will be assigned to duty a minimum of twenty (20) hours per week and a maximum of thirty (30) hours per week unless it is agreeable to the individual employee to accept a shorter or longer work week schedule. While school is not in session during Christmas, Easter and the month of August, hours of work will be eight (8) hours daily with no work schedule for the month of July. The custodian or head custodian of each building shall certify the proper completion of cleaners' tasks and hours to the appropriate school administrator and to the Supervisor of Buildings and Grounds who will make whatever adjustments or will take whatever corrective measures are necessary.

Section 2: Laborers, Custodians, Mechanics, Head Custodians, Groundsmen, Maintenance Coordinator Personnel working as laborers, custodians, mechanics, head custodians, groundsmen, maintenance coordinator or combinations thereof shall work an eight (8) hour day and five (5) day week on schedule as prescribed by the Supervisor of Buildings and Grounds. The work week of employees shall be as prescribed by the Supervisor of Buildings and Grounds provided such work week consists of five (5) consecutive working days with two (2) consecutive days off.

Section 3: Secretarial and Clerical Personnel

Persons employed as financial secretary, secretary, stenographer, typist, account clerk-typist or similar positions shall normally work a seven and one-half (7 ½) hour day and a thirty-seven and one-half (37 ½) hour week. However, should the work assignments for any position require additional time, it remains the prerogative of the Superintendent of Schools to increase hours to forty (40) hours per week at proportional increase in pay at regular rates. This section shall not apply to the middle school clerk position which has a normal work week of five (5) days at seven (7) hours per day between 8:00 a.m. to 4:00 p.m.

Section 4: Elementary Typist

The elementary typist shall work seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday. Any additional hours worked between thirty-five (35) and forty (40) hours shall be compensated at straight time. Work performed beyond forty (40) hours per week shall be compensated in accordance with Article XVII. The total hours during the work year of September 1 through June 30, shall be 1,475 hours.

The immediate supervisor, after discussing the matter with his/her elementary typist, may schedule his/her elementary typist to work prior to September 1. If an immediate supervisor does schedule an elementary typist prior to September 1 or after June 30, the immediate supervisor shall then grant the elementary typist compensatory time off during the employee's work year. An immediate supervisor shall be allowed to schedule his/her elementary typist for a total of twelve (12) days in not less than three (3) consecutive days period prior to September 1 or after June 30. Elementary typist shall work out a work schedule with their immediate supervisor prior to July 1 of each year.

Section 5: When an employee is required to work a split shift, that employee shall be paid one (1) extra hour at the regular rate for splitting the shift.

Two (2) specific exemptions to the above include:

1. Employees specifically hired to work a split shift who understand this is a condition of the position when they accept the assignment.
2. Employees who have worked a scheduled day and return after an interval to work overtime as covered by Article XVII, Section 3.

Section 6: Teacher Aides and Library Aides

Persons employed as special education aides, ESL teacher aides, and library aides shall normally work a six (6) hour day and a thirty (30) hour week. However, should the work assignment for any teacher aide position require additional time, it remains the prerogative to the Superintendent of Schools to increase the hours at proportional increase in pay at regular hourly contractual rates.

ARTICLE XV: GRIEVANCE PROCEDURE

Section 1: Purpose

It is the policy of the Board and the Organization that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2: Definitions

- a. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. An "employee" is any person in the Unit covered by this Agreement.

- c. An "aggrieved party" is the employee or group of employees who submit (s) a grievance or on whose behalf it is submitted, the Organization and (when it submits a grievance,) the Board.
- d. "Working days" are School District business days.

Section 3: Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- c. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within ten (10) work days after the employee knew or should have known of the event (s) or condition (s) on which it is based even if the situation is ongoing.
- d.
 - 1. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate administrative superior.
 - 2. The Organization may submit any grievance. The grievance shall be submitted to the immediate administrative supervisor. If it is limited in effect to one (1) school, this shall be the building principal. Otherwise, it shall be submitted directly to the next highest administrative superior.
 - 3. The Board shall present grievances to the President of the Organization.

e. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual written agreement.

f. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

g. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.

Section 4: Grievance Procedure

a. **Step 1:** The immediate administrative superior shall respond in writing to each written grievance received. If an aggrieved party is not satisfied with the response of the immediate administrative superior or if no response is received within ten (10) working days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Chief School Officer.

b. **Step 2:** The Chief School Officer or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) working days after it is received by him/her.

c. **Step 3:** Within ten (10) working days of receipt of a determination under Step 2, the aggrieved may request a hearing before the Board of Education. The hearing will be scheduled at the earliest date mutually acceptable to the Board and the aggrieved party. The Board shall render its decision within ten (10) working days after the hearing.

Within ten (10) working days after receiving a grievance from the Employer, the President of the Employee Organization shall deliver to the Chief School Officer a detailed statement of its position with respect to the grievance.

d. Step 4: In the event the aggrieved is not satisfied with the decision of the Board of Education with respect to a grievance, it may, within ten (10) working days after receiving the decision, submit a written notice to the Board of Education to this effect. The Board of Education and the aggrieved will then refer the grievance to arbitration by submitting the arbitration to the American Arbitration Association (AAA) requesting a panel and/or subsequent panels of arbitrators to be furnished to both parties with a selection of an arbitrator made according to the rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

The cost of the services of the arbitrator will be borne equally by the School Board and the Organization.

Section 5: It is agreed by both parties that illness, vacation, out-of-town business or other pressing matters can make impractical strict adherence to the time limitations imposed in the above sections. In such a case, either party shall so inform the other and a substitute time schedule shall be mutually agreed upon.

Section 6: Any employee who is subpoenaed, as a witness in any grievance proceeding, shall be paid in full while attending such hearing.

Section 7: Any of the procedural steps up to arbitration may be waived by mutual consent of the Unit President and Superintendent of Schools.

ARTICLE XVI: SICK LEAVE AND LEAVES OF ABSENCE

Section 1: Sick Leave

a. School plant personnel and secretarial and clerical personnel who enter upon full-time yearly employment in the Dunkirk Public Schools shall be allowed sick leave without loss of salary for ten (10) days of sick leave for ten-month employees and twelve (12) days of sick leave for twelve-month employees, such leave to be credited the first day of the salary year if the employee has completed one year of service, otherwise credited one (1) day per month.

Library aides/teacher aides shall be granted ten (10) days of sick leave per year for personal illness, such days to be granted the first day of each work year after one (1) year of employment. Otherwise, sick leave shall be granted one (1) day per each month of employment. Each library aide/teacher aide shall be allowed to accumulate sick leave to a maximum of one hundred sixty-five (165) days. Library aides/teacher aides may use accumulated sick leave for retirement purposes only under Option 41-j as provided in Section 3, f of Article VII of this Agreement.

b. Sick leave is granted for: (1) illness of the employee, quarantine; (2) illness or death in the employee's immediate family or household, provided prior approval is obtained from the Superintendent of Schools and such leave does not exceed twenty-five (25) days within the last five (5) school years.

The term "immediate family" refers only to; father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, or any person living in the family household.

c. Employees shall notify the designated supervisor as soon as they have knowledge that they will be using sick leave. Upon return to work, employees shall notify their supervisor in writing of the reason for the absence and in case of persons other than the employee, the relationship and residency status. Management may require a doctor's certificate if the absence exceeds four (4) consecutive days.

d. Employees of the Dunkirk City Schools hired after June 30, 1964, other than library aides/teacher aides, will accumulate each year unused sick leave to a maximum of one hundred sixty-five (165) days. At any time, an employee, at no loss of pay, may use all of his/her sick leave for personal illness.

e. In applying credit and earned accumulative sick leave against absence due to sickness, no deduction of accumulative sick leave earned shall be made for legal holidays occurring during such absence.

f. Absence beyond the employee's accumulated sick leave shall result in full loss of pay for that period of absence unless extended by the Board.

g. All such unpaid professional or personal leave shall be subject to the provisions of the New York State Civil Service Law.

Section 2: Bereavement Leave

Each employee may take bereavement leave for death in the immediate family as defined in Section 1,b, for a period not to exceed three (3) working days per death to commence immediately following such death, with no deduction from accumulated sick leave. Bereavement leave beyond three (3) days shall be in accordance with Section 1,b, of Article XVI. Bereavement leave cannot be taken beyond five (5) days after the event occurs.

One additional bereavement leave day shall be granted if the deceased is the mother, father, son, daughter, grandchild, stepchild, husband, wife, brother or sister of the employee. In such case, bereavement leave cannot be taken beyond six (6) days after the event occurs.

Section 3: Child-Bearing Leave and Child-Rearing Leave

Disability leave shall be granted under the following conditions:

a. Sick leave is authorized for any type of disability.

b. An employee who anticipates an extended disability leave of more than five (5) days' duration shall give written notice thereof to the Superintendent of his/her designee as soon as practicable after the employee becomes aware of the need for said leave.

c. Not less than the sixtieth (60th) consecutive day (waived in emergency situations) prior to the date the employee desires to begin said leave, the employee shall give written notice to the Superintendent stating:

1. the time the employee desires to begin said disability leave, and;
2. in the event of a maternity leave, whether the employee desires a leave for child-rearing purposes. In the latter case, the notice shall specify the time the employee desires to return.

This notice shall be accompanied by a statement from the employee's attending physician which states the anticipated date of disability and that the employee's condition will not interfere with the full performance of the employee's duties until the employee's leave commences.

Upon request of management, the employee shall submit to examination by a physician of the employee's choice from a list of three (3) qualified physicians prepared by management with cost to be borne by the District.

d. The disability leave will begin at the time selected by the employee. It will end when the employee's condition, as verified by a statement from the employee's physician, is such that the employee is able to perform his/her duties.

e. Child-rearing leave shall be granted only for purposes of rearing the requesting employee's own child(ren). A leave of up to one (1) year will be granted upon request to the Board. An additional leave of up to one (1)

year will be granted upon request to the Board, subject to the approval of the local Civil Service Commission, in conformity with its rules. In no case may such leave of absence exceed in aggregate two (2) years from the date of commencement of the leave.

f. An employee wishing to terminate a child-rearing leave shall be entitled to do so after providing sixty (60) days' notice of intent to return. Such notice may be given at any point during the leave.

g. If the employee returns to work as soon as his/her condition permits the employee to perform his/her full duties (as per Section d above), (1) he/she shall be entitled to return to his/her former position and (2) there will be no interruption of his/her continuous service for purposes of salary credit, sick leave or other benefits based on length of service.

h. If the employee takes a leave for child-rearing purposes,

1. The employee shall be entitled to return to his/her former position unless it has been abolished, in which case the employee will be entitled to return to any vacant position for which the employee is fully qualified. If the employee is not qualified for any vacant position or if a vacant position does not exist, the employee shall be considered laid off and be placed on the appropriate recall list in accordance with Section 2 of Article VI.

2. The time while the employee was on child-rearing leave will not be counted as service for salary credit, sick leave or other benefits bases on length of service.

Section 4: Court Duty Leave

a. Employees subpoenaed as witnesses or jurors will be paid the difference between the fees received as such witnesses or jurors and the employee's salary he/she would have received with no loss of accumulated sick leave.

b. Employees absent as a result of litigation not related to professional activity and in which they are parties shall be allowed to use personal business days for such absences.

c. Upon receipt of a notice to appear for court duty during a regular work day, the employee shall notify his/her immediate supervisor and the Superintendent of Schools and provide each with a copy of the notice.

Section 5: School Closing Days

When school is closed due to snow or other emergency conditions, employees not required to work shall be paid for the day. Employees required to work shall have the equivalent amount of time added to their personal business day accumulation. Management shall determine who shall be required to report and shall so notify them.

Section 6: Personal Business Days

Two (2) personal business days each year shall be granted each employee. Each employee is required to notify his/her administrator and the Superintendent of Schools at least three (3) days in advance when possible on forms provided. Personal business days are not to be deducted from sick leave. Abuse of this privilege by any employee will result in cancellation of this privilege for such employee. Personal business days may not be used immediately prior to or following or to extend a holiday or vacation period without the prior written approval of the immediate supervisor and the Superintendent of Schools. In such case, a written explanation justifying the request shall be submitted with the request. An employee with fifteen (15) years of service or more as of July 1 of each contract year shall be granted three (3) personal days.

Unused personal business days shall be paid in the final pay covering the fiscal year at a rate of fifty percent (50%) of the normal daily shift wage for each unused personal business day. No personal business days can be taken after June 10, unless the notification is by June 10.

Section 7: Workers' Compensation

The Board of Education provides Workers' Compensation insurance for all school personnel. Any employee injured while on duty as an employee of Dunkirk Public Schools is herewith directed to file an accident report with the Board of Education office within seventy-two (72) hours. Proper forms are available in the Board of Education business office and in the office of the principal of each school.

When the Board of Education is reimbursed by the Workers' Compensation insurance carrier for remunerating employees under the sick leave policy of the Board of Education, the employee will receive credit for loss in sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Workers' Compensation insurance carrier by the employee's daily rate of compensation.

Section 8: Military Leave

- a. Any employee entering military service from the Dunkirk School system shall, upon return, be given full credit on the salary schedule equivalent to the years spent in military service.
- b. Any accumulative sick leave and seniority earned prior to entering the service shall be credited upon return. At the conclusion of military service, the Board shall return the employee to the same or reasonably comparable position.
- c. Provisions a and b under military leave shall also apply to short-term duty in any branch of the military service.

Section 9: Sick Leave Report

An annual report of all accumulated sick leave days will be issued to each employee at least every twelve (12) months. Each employee, within ten (10) days, shall return to the Employer a signed statement indicating his/her acceptance of the number of accumulated sick leave days contained in such notice or indicate his/her rejection, stating the reason for the rejection.

Section 10: Sick Leave Bank

- a. Each employee who desires to be a member of the Sick Bank shall contribute at least one (1) and no more than three (3) of his/her yearly allotment of sick leave days each year to the Bank which is hereby established to aid employees who suffer prolonged personal illness and whose sick leave accumulation has been exhausted. An employee shall make his/her contributions by giving a signed written authorization

therefor to the District. At no time shall the number of days in the Bank, except as provided in Section d below, exceed seven hundred fifty (750) days. In the event the Bank contains seven hundred fifty (750) days or more at the beginning of the school year, no contributions shall be required during that particular school year unless the sick days in the Bank fall below two hundred (200) days during said school year. During his/her service with the District, an employee shall have only one opportunity to become a member of the Bank.

b. A member of the Bank will be permitted, pursuant to rules and procedures promulgated by the committee, to draw up to one hundred twenty (120) fully-paid days against the Bank after his/her own accumulation has been exhausted but only for a personal illness of a prolonged nature as provided for in the first section of this provision.

c. The Sick Bank shall be administered and managed by a committee composed of five (5) representatives of the Association. The Superintendent retains the right to review and question any and all sick bank day withdrawals acted upon by the committee. The District shall be responsible for keeping an accurate record of the Bank's accumulation of days and making salary payments in accordance with normal District operations.

d. Upon retirement, an employee's accumulated sick leave credit for which the employee has not received direct payment in accordance with subsections b and c of Section 3 of Article VII shall automatically be credited to the Bank.

Section 11: Sick Leave Accumulation Upon Retirement

Upon retirement, an employee who has more than fifty (50) days in his/her sick leave accumulation shall be able to apply those days, based on their value at the time of retirement, for the purpose of health insurance in his/her retirement. Up to a maximum of one hundred twenty-five (125) accumulated sick days may be applied in this fashion.

Section 12: Personal Leave and Leave of Absence

- a. All employees shall have the right to apply for unpaid professional or personal leave.
- b. Employees may request leaves of absence and must apply for leave in writing to the Superintendent of Schools ninety (90) days before the leave of absence would go into effect, except in the case of a disability condition when application must be made as soon as practicable. The application shall state the reason for the request and the beginning and ending dates of the proposed leave.
- c. Upon returning from a leave, an employee shall be entitled to return to his/her existing position (assignment) or a comparable position (assignment) with no loss of accumulated benefits.
- d. The Board of Education shall not unreasonably deny such a leave.
- e. All such unpaid professional or personal leave shall be subject to the provisions of the New York State Civil Service Law.

Section 13: Sick Leave and Leaves of Absence

Any employee who does not take any sick time during their regular one half work year shall receive a good attendance bonus of \$100.00.

The qualifying period for twelve (12) month employees shall be July 1 through December 31, and January 1 through June 30.

The qualifying period for ten (10) month employees shall be September 1 through January 31, and February 1 through the last scheduled workday in June.

Notwithstanding Section 209-a.1(e) of New York State Civil Service Law, this provision shall automatically expire on June 30, 2002.

ARTICLE XVII: OVERTIME

Section 1: All employees will be paid on a straight-time basis for hours worked up to forty (40) hours per week and shall be paid one and one-half (1 ½) times their hourly rate for any time worked thereafter. Any overtime requiring additional compensation must have the prior approval of the appropriate administrator except in the case of an emergency in which case the administrator should be informed as soon as possible.

Section 2: Holidays, vacation days, bereavement days, sick days, personal days and jury duty days shall be considered as days worked for the computation of overtime.

Section 3: Any employee who has completed his/her shift and left his/her work location shall receive a minimum of one (1) hour of call-back pay under the overtime schedule. If an employee works beyond the minimum set forth above, he/she shall be paid for all hours worked under the overtime schedule in Section 1.

Section 4: The custodian of each building in which the District requires security or significant set-up or clean-up services because of an activity or meeting shall be given the right of first refusal to perform the work. Should assignment be turned down by the custodian of that building, any other employee may be designated by the District to perform the work.

ARTICLE XVIII: PERMANENT STATUS

The purpose of this section is a complete replacement of the procedures and substantive rights which are, or may be afforded to unit employees (other than teaching assistants) by Sections 75 and 76 of the New York State Civil Service Law, including any amendment of, or replacement for, such sections. Therefore, unit employees may not invoke, use, or rely upon any right which may be provided in either section of law. The sole recourse which employees shall have, with respect to any discipline, including dismissal, which they believe to be without just cause shall be to the grievance procedures set forth in Article XV of this Agreement.

Employees who have completed at least three hundred sixty-five (365) consecutive calendar days of employment with the District (beginning with the first day of work and not counting any period of absence of five (5) or more consecutive work days) shall not be discipline (i.e., reprimand in writing, suspension without pay, reduction in compensation, or dismissal) without just cause. The following are not "discipline" within the meaning of this paragraph:

1. Oral: Warnings, reprimands, statements, or evaluations adverse to the employee.
2. Written: Warnings (as distinct from reprimands), statements, or evaluations adverse to the employee.
3. Denial of pay or leave credits, unless such denial is a result of discipline.

Employees who are formally reprimanded, or otherwise disciplined, shall be entitled to have an Association representative present, if so requested, and such reprimand or discipline shall be administered in private.

ARTICLE XIX: PERSONNEL FILES

There shall be maintained in the central office an official personnel file for each employee covered under this Agreement.

The employee shall receive a copy of all material placed in the personnel file except confidential pre-employment materials. The file, exclusive of confidential pre-employment materials, shall be available to each employee for inspection in the presence of the Superintendent of Schools or his/her designee. The employee shall have the right to respond in writing within ten (10) days to any material placed in his/her personnel file and to have such response become part of his/her file.

The signature of the employee shall be on anything placed in the file. In the event the employee refuses to affix his/her signature to the document within ten (10) days after notification, the item shall be so marked and inserted in the file.

ARTICLE XX: GENERAL PROVISIONS

Section 1: This document and all provisions herein are subject to all applicable laws. In the event any provision of this document is held to violate such laws, said provision shall not bind either of the parties but the remainder of this document shall remain in full force and effect as if the invalid provision had not been a part of this document.

If the provision of this document is found to be invalid, the parties agree to meet within ten (10) working days of the date of the decision that a provision has been invalidated to work out a satisfactory replacement for such provision.

Section 2: This document may not be modified in any way in whole or in part except in accordance with the provisions of Article II.

Section 3: No section or provision of this document shall be construed to delegate or dilute any function, power, duty or authority of the Board of Education as constituted by the applicable laws of the State of New York or other governmental entity.

Section 4: The Employee Organization shall continue to cooperate with management in supporting and operating an effective Employee Advisory Council to serve the general purpose of strengthening lines of communications between employees and Employer, to study areas in which problems or misunderstandings might exist and to make, on occasion, recommendations for general improvement and efficiency in the non-instructional functions of the District.

ARTICLE XXI: LABOR-MANAGEMENT COMMITTEE

The parties agree that effective February 29, 1991, a Labor-Management Committee shall be formed with an equal number of members from the Union and the School District, one of whom shall be the President of the Union and his/her designee, one of whom shall be the Superintendent of Schools and his/her designee and those other members of each as may be agreed upon. The Labor-Management Committee shall be responsible for formulating its own by-laws consistent with the applicable laws of the State of New York.

APPENDIX A

ARTICLE X

SECTION 9: EXAMPLE

Employees hired on a full-time, ten-month basis on September 1, 1969, and assigned to a twelve-month basis on July 1, 1974:

September 1, 1969 – June 30, 1974 = 50 months

50 12 = 4.16 years of service

The employee would receive two (2) weeks vacation in 1974-75, and advance to three (3) weeks in 1977-78.

In the Matter of the Arbitration

Between

CITY SCHOOL DISTRICT OF DUNKIRK

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 807, DUNKIRK SCHOOL UNIT 6303

Case No. A89-322

CONSENT

AWARD

APPEARANCES:

For the District

- Beckstrom, Plumb & Benca
by Charles G. Beckstrom, Esq.

Terry L. Wolfender
Superintendent

For the Association

- Lodestro and LaMancuso
by John L. LaMancuso, Esq.

Richard A. Maggio
Labor Relations Specialist

Nancy Chrabasz
President, Unit 6303

Russell S. Bova
Grievant

John A. Hollins
Grievant

By mutual agreement of the Parties, a hearing was conducted on December, 1990 at the Sheraton Inn, Dunkirk, New York. Each Party, in the other's presence, had full opportunity to present witnesses, to examine and cross-examine the witnesses and to


present exhibits and argument to the Arbitrator. The undersigned, having been duly designated as Arbitrator in accordance with the terms and provisions of the collective bargaining agreement entered into by the Parties, consistent with the discussion and agreement by and between the Parties and the Grievants, makes and issues the following

CONSENT AWARD:

I

The Parties agree that the rate of progression through the Salary Schedule is at the rate of one (1) step per one (1) year of service, through Step 9.

Effective July 1, 1990, Step 10 of the Salary Schedule is designated as a Longevity Step for which an Employee becomes eligible upon completion of ten (10) years of service.



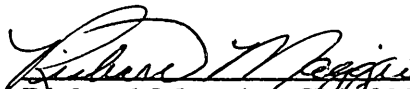
MARTIN ELLENBERG, ESQ.
ARBITRATOR


February 1, 1991

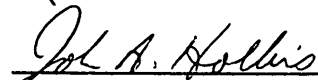
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS DOCUMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


This contract shall be effective July 1, 1999, and continue in full force and effect until June 30, 2002.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal this first day of July, 1999.



Richard Maggio, Chief Negotiator


Joseph P. Carney, Chief Negotiator


John Hollins, Unit President


Terry L. Wolfenden, Superintendent

The President of the Board of Education does certify that those provisions of this Agreement requiring approval of the Board of Education have been approved.


Mr. Roosevelt Haynes, President
Board of Education

SECRETARIAL AND CLERICAL 1999-00

STEP	GRADE I	NEW HIRE*	GRADE II	NEW HIRE*	GRADE III	NEW HIRE*	GRADE IV	NEW HIRE*	GRADE V	NEW HIRE*	GRADE VI	NEW HIRE*
1	10.90	9.84	11.54	10.42	11.83	10.69	12.80	11.56	13.11	11.83	13.11	11.83
2	11.21	10.12	11.83	10.69	12.16	10.98	13.11	11.83	13.46	12.15	13.75	12.41
3	11.54	10.42	12.16	10.98	12.47	11.26	13.46	12.15	13.75	12.41	14.04	12.67
4	11.83	10.69	12.47	11.26	12.80	11.56	13.76	12.42	14.05	12.68	14.35	12.95
5	12.16	10.98	12.80	11.56	13.11	11.83	14.06	12.69	14.37	12.97	14.68	13.24
6	12.47	11.26	13.11	11.83	13.46	12.15	14.36	12.96	14.70	13.26	14.99	13.53
7	12.80	11.56	13.46	12.15	13.78	12.44	14.73	13.29	15.07	13.60	15.36	13.86
8	13.11	11.83	13.78	12.44	14.12	12.74	15.09	13.61	15.42	13.91	15.72	14.19
9	13.35	12.05	13.98	12.62	14.31	12.92	15.31	13.82	15.65	14.12	15.94	14.38
10	13.35	12.05	13.98	12.62	14.31	12.92	15.31	13.82	15.65	14.12	15.94	14.38
11	13.35	12.05	13.98	12.62	14.31	12.92	15.31	13.82	15.65	14.12	15.94	14.38
12	13.61	12.29	14.19	12.81	14.60	13.18	15.59	14.07	15.93	14.37	16.22	14.63
13	13.91	12.56	14.56	13.14	14.91	13.45	15.86	14.31	16.20	14.62	16.50	14.88
14	14.18	12.80	14.84	13.39	15.18	13.70	16.17	14.58	16.50	14.88	16.80	15.16
15	14.50	13.08	15.15	13.67	15.48	13.96	16.46	14.85	16.79	15.15	17.08	15.41

* All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

Grade I - Clerk/Receptionist/School-Community Assistant
 Grade II - Typist/Elementary Typist
 Grade III - Stenographer/Adult Education Coordinator
 Grade IV - Senior Stenographer/Account Clerk-Typist
 Grade V - Account Clerk
 Grade VI - Senior Account Clerk

SECRETARIAL AND CLERICAL 2000-01

STEP	GRADE I	NEW HIRE*	GRADE II	NEW HIRE*	GRADE III	NEW HIRE*	GRADE IV	NEW HIRE*	GRADE V	NEW HIRE*	GRADE VI	NEW HIRE*
1	11.25	10.19	11.89	10.77	12.18	11.04	13.15	11.91	13.46	12.18	13.46	12.18
2	11.56	10.47	12.18	11.04	12.51	11.33	13.46	12.18	13.81	12.50	14.10	12.76
3	11.89	10.77	12.51	11.33	12.82	11.61	13.81	12.50	14.10	12.76	14.39	13.02
4	12.18	11.04	12.82	11.61	13.15	11.91	14.11	12.77	14.40	13.03	14.70	13.30
5	12.51	11.33	13.15	11.91	13.46	12.18	14.41	13.04	14.72	13.32	15.03	13.59
6	12.82	11.61	13.46	12.18	13.81	12.50	14.71	13.31	15.05	13.61	15.34	13.88
7	13.15	11.91	13.81	12.50	14.13	12.79	15.08	13.64	15.42	13.95	15.71	14.21
8	13.46	12.18	14.13	12.79	14.47	13.09	15.44	13.96	15.77	14.26	16.07	14.54
9	13.70	12.40	14.33	12.97	14.66	13.27	15.66	14.17	16.00	14.47	16.29	14.73
10	13.70	12.40	14.33	12.97	14.66	13.27	15.66	14.17	16.00	14.47	16.29	14.73
11	13.70	12.40	14.33	12.97	14.66	13.27	15.66	14.17	16.00	14.47	16.29	14.73
12	13.96	12.64	14.54	13.16	14.95	13.53	15.94	14.42	16.28	14.72	16.57	14.98
13	14.26	12.91	14.91	13.49	15.26	13.80	16.21	14.66	16.55	14.97	16.85	15.23
14	14.53	13.15	15.19	13.74	15.53	14.05	16.52	14.93	16.85	15.23	17.15	15.51
15	14.85	13.43	15.50	14.02	15.83	14.31	16.81	15.20	17.14	15.50	17.43	15.76

* All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

Grade I - Clerk/Receptionist/School-Community Assistant
 Grade II - Typist/Elementary Typist
 Grade III - Stenographer/Adult Education Coordinator
 Grade IV - Senior Stenographer/Account Clerk-Typist
 Grade V - Account Clerk
 Grade VI - Senior Account Clerk

SECRETARIAL AND CLERICAL 2001-02

STEP	GRADE I	NEW HIRE*	GRADE II	NEW HIRE*	GRADE III	NEW HIRE*	GRADE IV	NEW HIRE*	GRADE V	NEW HIRE*	GRADE VI	NEW HIRE*
1	11.00	10.54	12.24	11.12	12.53	11.39	13.50	12.26	13.81	12.53	13.81	12.53
2	11.91	10.82	12.53	11.39	12.86	11.68	13.81	12.53	14.16	12.85	14.45	13.11
3	12.24	11.12	12.86	11.68	13.17	11.96	14.16	12.85	14.45	13.11	14.74	13.37
4	12.53	11.39	13.17	11.96	13.50	12.26	14.46	13.12	14.75	13.38	15.05	13.65
5	12.86	11.68	13.50	12.26	13.81	12.53	14.76	13.39	15.07	13.67	15.38	13.94
6	13.17	11.96	13.81	12.53	14.16	12.85	15.06	13.66	15.40	13.96	15.69	14.23
7	13.50	12.26	14.16	12.85	14.48	13.14	15.43	13.99	15.77	14.30	16.06	14.56
8	13.81	12.53	14.48	13.14	14.82	13.44	15.79	14.31	16.12	14.61	16.42	14.89
9	14.05	12.75	14.68	13.32	15.01	13.62	16.01	14.52	16.35	14.82	16.64	15.08
10	14.05	12.75	14.68	13.32	15.01	13.62	16.01	14.52	16.35	14.82	16.64	15.08
11	14.05	12.75	14.68	13.32	15.01	13.62	16.01	14.52	16.35	14.82	16.64	15.08
12	14.31	12.99	14.89	13.51	15.30	13.86	16.29	14.77	16.63	15.07	16.92	15.33
13	14.61	13.26	15.26	13.84	15.61	14.15	16.56	15.01	16.90	15.32	17.20	15.58
14	14.88	13.50	15.54	14.09	15.88	14.40	16.87	15.28	17.20	15.58	17.50	15.86
15	15.20	13.78	15.85	14.37	16.18	14.66	17.16	15.55	17.49	15.85	17.78	16.11

* All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

Grade I - Clerk/Receptionist/School-Community Assistant
 Grade II - Typist/Elementary Typist
 Grade III - Stenographer/Adult Education Coordinator
 Grade IV - Senior Stenographer/Account Clerk-Typist
 Grade V - Account Clerk
 Grade VI - Senior Account Clerk

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MAINTENANCE 1999-00

STEP	GRADE V	NEW HIRE*	GRADE VI	NEW HIRE*	GRADE VII	NEW HIRE*	GRADE VIII	NEW HIRE*	GRADE X	NEW HIRE*
1	12.61	11.38	12.87	11.62	13.21	11.93	13.51	12.19	14.12	12.74
2	12.87	11.62	13.17	11.89	13.51	12.19	13.81	12.46	14.42	13.01
3	13.17	11.89	13.48	12.17	13.81	12.46	14.12	12.74	14.70	13.27
4	13.48	12.17	13.78	12.44	14.12	12.74	14.42	13.01	15.07	13.60
5	13.78	12.44	14.08	12.70	14.40	12.99	14.70	13.27	15.30	13.81
6	14.08	12.70	14.35	12.95	14.70	13.27	15.00	13.54	15.59	14.07
7	14.35	12.95	14.65	13.25	15.00	13.54	15.31	13.82	15.85	14.30
8	14.68	13.25	14.98	13.52	15.30	13.81	15.59	14.07	16.21	14.62
9	14.97	13.51	15.27	13.78	15.59	14.07	15.85	14.30	16.48	14.87
10	14.97	13.51	15.27	13.78	15.59	14.07	15.85	14.30	16.48	14.87
11	14.97	13.51	15.27	13.78	15.59	14.07	15.85	14.30	16.48	14.87
12	15.27	13.78	15.55	14.03	15.84	14.29	16.19	14.60	16.79	15.15
13	15.55	14.03	15.84	14.29	16.16	14.57	16.48	14.80	17.06	15.39
14	15.84	14.29	16.16	14.57	16.48	14.87	16.79	15.15	17.36	15.68
15	16.12	14.55	16.43	14.82	16.76	15.12	17.05	15.38	17.64	15.91

*All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

- Grade V - MAINTENANCE
- Grade VI - GROUNDSKEEPER/MESSENGER
- Grade VII - HEAD GROUNDSKEEPER/BUILDING CUSTODIAN
- Grade VIII - HEAD CUSTODIAN
- Grade X - MECHANIC

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MAINTENANCE 2000-01

STEP	GRADE V	NEW HIRE*	GRADE VI	NEW HIRE*	GRADE VII	NEW HIRE*	GRADE VIII	NEW HIRE*	GRADE X	NEW HIRE*
1	12.96	11.73	13.22	11.97	13.56	12.28	13.86	12.54	14.47	13.09
2	13.22	11.97	13.52	12.24	13.86	12.54	14.16	12.81	14.77	13.36
3	13.52	12.24	13.83	12.52	14.16	12.81	14.47	13.09	15.05	13.62
4	13.83	12.52	14.13	12.79	14.47	13.09	14.77	13.36	15.42	13.95
5	14.13	12.79	14.43	13.05	14.75	13.34	15.05	13.62	15.65	14.16
6	14.43	13.05	14.70	13.30	15.05	13.62	15.35	13.89	15.94	14.42
7	14.70	13.30	15.00	13.60	15.35	13.89	15.66	14.17	16.20	14.65
8	15.03	13.60	15.33	13.87	15.65	14.16	15.94	14.42	16.56	14.97
9	15.32	13.86	15.62	14.13	15.94	14.42	16.20	14.65	16.83	15.22
10	15.32	13.86	15.62	14.13	15.94	14.42	16.20	14.65	16.83	15.22
11	15.32	13.86	15.62	14.13	15.94	14.42	16.20	14.65	16.83	15.22
12	15.62	14.13	15.90	14.38	16.19	14.64	16.54	14.95	17.14	15.50
13	15.90	14.38	16.19	14.64	16.51	14.92	16.83	14.95	17.41	15.74
14	16.19	14.64	16.51	14.92	16.83	15.22	17.14	15.50	17.71	16.01
15	16.47	14.90	16.78	15.17	17.11	15.47	17.40	15.73	17.99	16.26

*All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

Grade V - MAINTENANCE
 Grade VI - GROUNDSKEEPER/MESSENGER
 Grade VII - HEAD GROUNDSKEEPER/BUILDING CUSTODIAN
 Grade VIII - HEAD CUSTODIAN
 Grade X - MECHANIC

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MAINTENANCE 2001-02

STEP	GRADE V	NEW HIRE*	GRADE VI	NEW HIRE*	GRADE VII	NEW HIRE*	GRADE VIII	NEW HIRE*	GRADE X	NEW HIRE*
1	13.31	12.08	13.57	12.32	13.91	12.83	14.21	12.89	14.82	13.44
2	13.57	12.32	13.87	12.59	14.21	12.89	14.51	13.16	15.12	13.71
3	13.87	12.59	14.18	12.87	14.51	13.16	14.82	13.44	15.40	13.97
4	14.18	12.87	14.48	13.14	14.82	13.44	15.12	13.71	15.77	14.30
5	14.48	13.14	14.78	13.40	15.10	13.69	15.40	13.97	16.00	14.51
6	14.78	13.40	15.05	13.65	15.40	13.97	15.70	14.24	16.29	14.77
7	15.05	13.65	15.35	13.95	15.70	14.24	16.01	14.52	16.55	15.00
8	15.38	13.95	15.68	14.22	16.00	14.51	16.29	14.77	16.91	15.32
9	15.67	14.21	15.97	14.48	16.29	14.77	16.55	15.00	17.18	15.57
10	15.67	14.21	15.97	14.48	16.29	14.77	16.55	15.00	17.18	15.57
11	15.67	14.21	15.97	14.48	16.29	14.77	16.55	15.00	17.18	15.57
12	15.97	14.48	16.25	14.73	16.54	14.99	16.89	15.30	17.49	15.85
13	16.25	14.73	16.54	14.99	16.86	15.27	17.18	15.30	17.76	16.09
14	16.54	14.99	16.86	15.27	17.18	15.57	17.49	15.85	18.08	16.36
15	16.82	15.25	17.13	15.52	17.46	15.82	17.75	16.08	18.34	16.61

*All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

Grade V - MAINTENANCE
 Grade VI - GROUNDSKEEPER/MESSENGER
 Grade VII - HEAD GROUNDSKEEPER/BUILDING CUSTODIAN
 Grade VIII - HEAD CUSTODIAN
 Grade X - MECHANIC

CLEANERS 1999-00

CLEANERS 2000-01

CLEANERS 2001-02

STEP		NEW HIRE*	STEP		NEW HIRE*	STEP		NEW HIRE*
1	9.96	9.00	1	10.31	9.35	1	10.66	9.70
2	10.16	9.18	2	10.51	9.53	2	10.86	9.88
3	10.35	9.35	3	10.70	9.70	3	11.05	10.05
4	10.57	9.55	4	10.92	9.90	4	11.27	10.25
5	10.84	9.79	5	11.19	10.14	5	11.54	10.49
6	10.92	9.86	6	11.27	10.21	6	11.62	10.56
7	10.92	9.86	7	11.27	10.21	7	11.62	10.56
8	10.92	9.86	8	11.27	10.21	8	11.62	10.56
9	11.28	10.19	9	11.63	10.	9	11.98	10.89
10	11.28	10.19	10	11.63	10.1	10	11.98	10.89
11	11.28	10.19	11	11.63	10.5	11	11.98	10.89
12	11.50	10.39	12	11.85	10.7	12	12.20	11.09
13	11.64	10.51	13	10.31 ^{11.95}	10.81	13	10.66 ^{12.34}	11.21
14	11.72	10.58	14	10.51 ^{12.07}	10.93	14	10.86 ^{12.42}	11.28
15	11.88	10.73	15	10.64 ^{12.23}	11.08	15	10.99 ^{12.58}	11.43

See revised sheet.
with cleaners revised pay scale 9/1/99

* All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.

LIBRARY AIDES 1999-00

LIBRARY AIDES 2000-01

LIBRARY AIDES 2001-02

STEP NEW HIRE*

1	10.12	9.14
2	10.40	9.40
3	10.69	9.66
4	10.99	9.93
5	11.29	10.20
6	11.62	10.49
7	11.95	10.79
8	12.28	11.09
9	12.66	11.43
10	12.66	11.43
11	12.66	11.43
12	13.05	11.78
13	13.48	12.17
14	13.93	12.57
15	14.44	13.03

STEP NEW HIRE*

1	10.47	9.49
2	10.75	9.75
3	11.04	10.01
4	11.34	10.28
5	11.64	10.55
6	11.97	10.84
7	12.30	11.14
8	12.63	11.44
9	13.01	11.78
10	13.01	11.78
11	13.01	11.78
12	13.40	12.13
13	13.83	12.52
14	14.28	12.92
15	14.79	13.38

STEP NEW HIRE*

1	10.82	9.84
2	11.10	10.10
3	11.39	10.36
4	11.69	10.63
5	11.99	10.90
6	12.32	11.19
7	12.65	11.49
8	12.98	11.79
9	13.36	12.13
10	13.36	12.13
11	13.36	12.13
12	13.75	12.48
13	14.18	12.87
14	14.63	13.27
15	15.14	13.73

* All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.



TEACHER AIDES/
IN-SCHOOL SUSPENSION MONITORS
1999-00

STEP		NEW HIRE*
1	8.18	7.40
2	8.57	7.74
3	8.86	8.01
4	9.10	8.22
5	9.42	8.51
6	9.61	8.69

TEACHER AIDES/
IN-SCHOOL SUSPENSION MONITORS
2000-01

STEP		NEW HIRE*
1	8.53	7.75
2	8.92	8.09
3	9.21	8.36
4	9.45	8.57
5	9.77	8.86
6	9.96	9.04

TEACHER AIDES/
IN-SCHOOL SUSPENSION MONITORS
2001-02

STEP		NEW HIRE*
1	8.88	8.10
2	9.27	8.44
3	9.56	8.71
4	9.80	8.92
5	10.12	9.21
6	10.31	9.39

* All persons hired on or after January 1, 1997, shall be placed on the appropriate schedule for their classification under the new hire column.